

State of New Hampshire
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
 7 Eagle Square, Suite 200
 Concord, New Hampshire 03301
 Telephone (603) 271-2152

Lindsey B. Courtney
 Executive Director



October 5, 2022

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC), to enter into contracts with the Contractors listed below in an amount not to exceed the shared price limitation of \$150,000 to provide Dental Anesthesia Inspection services, statewide for the OPLC, with the option to renew for up to four (4) additional years, effective upon Governor and Executive Council approval through June 30, 2023. No minimum or maximum individual contract amounts are guaranteed. 100% Agency Funds

Contractor Name	Vendor Code	City/State	Contract Shared Price Limitation
Gregory R. Aprilliano	427553	Plymouth, NH	\$150,000
Amy D. Field	425043	Lowell, MA	
Rudolph L. Pavlesich	424036	Nottingham, NH	
Daniel E. Rice, Jr.	427639	Bristol, NH	
Dwayne Joseph Thibeault	424030	Pittsfield, NH	

Funds are available in the following account:

01-21-21-21010-240400000 Division of Administration

FY 2023

046-500462 - Consultants

\$150,000

EXPLANATION

The purpose of this request is to ensure licensed dental examiners, anesthesiologists and/or nurse anesthetists are available to inspect dental facilities for the use of anesthesia on behalf of the Office of Professional Licensure and Certification.

This request represents five (5) of five (5) contracts that will be presented to the Governor and Executive Council for consideration and approval. There are no minimum or maximum number of inspections guaranteed to any one contractor. Contractors will be added to a list of contractors approved by the agency to conduct inspections on behalf of the Office of Professional Licensure and Certification.

The Contractors must utilize report formats provided by the Office of Professional Licensure and Certification to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractors must maintain a current, valid, and unrestricted license as a New Hampshire:

- Dental provider who possesses an unrestricted license and a General Anesthesia/Deep Sedation Permit; or
- Anesthesiologists; or
- Nurse anesthetists.

Contractors must conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules DEN 300 Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists, to assist the Board of Dental Examiners with the issuance of appropriate licensure, certification, and/or permit.

Additionally, Contractors will assist the Office of Professional Licensure and Certification with arranging and completing unannounced inspections of dental facilities and/or offices to ensure the protection of public health in relation to dental anesthesia practices.

The Office of Professional Licensure and Certification selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the agency's website from March 29, 2022 through April 15, 2022. The agency received seven (7) responses that were reviewed and scored by a team of qualified individuals. All seven (7) respondents were selected to ensure the backlog of inspections could be completed in an expeditious manner. However, two (2) respondents withdrew their applications from consideration. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Executive Council approval.

Should the Governor and Executive Council not authorize this request public health may be at risk due to the backlog of inspections that are necessary for dental anesthesia services.

In the event that Agency Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Lindsey B. Courtney
Executive Director

Dental Anesthesia Inspector (RFA-2022-02) Final Score Sheet

	Maximum Points Available	Amy D. Field, DMD	Daniel E. Rice, Jr., CRNA, DNP	Dwayne Joseph Thibeault, DNP, ARNP, CRNA	Gopi K. Voonna, DDS, MHA	Gregory R. Aprilliano, APRN, CRNA, NSPM-C	Rudolph L. Pavlesich, DNP, CRNA, FNP-BC, APRN	Thomas C. Bloomquist, MSN, CRNA, BCH
					Withdrawn			Withdrawn
Question 1: Current valid and unrestricted license.	10	10	10	10	0	10	10	0
Question 2: Knowledge of profession's laws, rules, clinical practice setting, and ethics code. Question 3: Experience in quality assurance. Question 4: Familiarity with electronic records review. Question 5: Experience in administering anesthesia.	90	80.25	81	85.5	0	78.75	68	0
Totals:	100	90.25	91	95.5	0	88.75	78	0

Reviewer Name	Title
Jessica M. Whelehan	<i>OPLC Board Administrator</i>
Jessica F. Kallipolites, Esq.	<i>OPLC Director, Division of Enforcement</i>
Puneet Kochhar, DMD	<i>Board of Dental Examiners Member, President</i>
Howard J. Ludington, DDS	<i>Board of Dental Examiners Member</i>

Subject: Dental Anesthesia Inspector (RFA-2022-02-01)

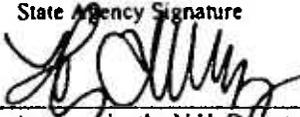
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.2 Contractor Name Gregory R. Aprilliano, APRN, CRNA, NSPM-C		1.4 Contractor Address 20 Reservoir Heights Plymouth, NH 03264	
1.5 Contractor Telephone Number (603) 236-6850	1.6 Account Number 24040000-500462	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature Greg Aprilliano Date: Sep 20, 2022		1.12 Name and Title of Contractor Signatory Gregory R. Aprilliano, APRN, CRNA, NSPM-C	
1.13 State Agency Signature  Date: 9-22-22		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A. Rudis</i> Director, On: 9.22.22			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Sheri Phillips</i> On: 9/26/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign

immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Exhibit A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:
 - 8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or
- 1.3. Paragraph 14., INSURANCE., Part 14.1.1., is amended to read:
 - 14.1.1 professional liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and
- 1.4. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.1 is amended to read:
 - 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is exempt from the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).
- 1.5. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.2 is amended to read:
 - 15.2 RESERVED.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall utilize report formats provided by the Office of Professional Licensure and Certification (OPLC) to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractor shall:
 - 1.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 1.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification and/or permit sought.
 - 1.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 1.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.
- 1.2. The Contractor shall be available to provide evaluations and inspections, statewide, commensurate with the current valid and unrestricted license, as applicable, described in Subsection 1.4, below.
- 1.3. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.4. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire:
 - 1.4.1. Dental provider who possesses an unrestricted New Hampshire license and a General Anesthesia/Deep Sedation Permit; or
 - 1.4.2. Anesthesiologists; or
 - 1.4.3. Nurse anesthetists.
- 1.5. The Contractor shall coordinate with the OPLC to ensure licensees experiencing language access barriers have meaningful access to information and services.
- 1.6. The Contractor shall provide dates and times of anticipated availability for all inspections to the OPLC for the following year no later than ten (10) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.7. The Contractor shall respond to all requests from OPLC for inspections no later than two (2) business days from receiving the request, by:
 - 1.7.1. Sending an email to OPLC either confirming or refusing the opportunity to conduct an inspection; and
 - 1.7.2. Including an attestation indicating no conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate; or
 - 1.7.3. Including a statement indicating a conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

- 1.8. The Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
- 1.8.1. An attestation of a conflict of interest must identify the relationship between both parties that constitutes the conflict of interest.
 - 1.8.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.

2. Scope of Work

- 2.1. The Contractor shall conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists in order to assist the Board of Dental Examiners (hereinafter, 'the Board') with the issuance of appropriate licensure, certification and/or permit. The Contractor shall be available to:
- 2.1.1. Conduct comprehensive evaluations of providers for permits to administer Deep Sedation/General Anesthesia or Moderate Sedation in accordance with Part DEN 304, Use of General Anesthesia and Sedation by Dentists. The Contractor shall ensure evaluations include, but are not limited to:
 - 2.1.1.1. Inspection of equipment, medications, and documents.
 - 2.1.1.2. Observation of a Board-approved simulated emergency management, in order to:
 - 2.1.1.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 2.1.1.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 2.1.1.3. Other item and/or topic areas as may be required by the Board in accordance with current laws and regulations.
 - 2.1.2. Conduct facility inspections, which include but is not limited to:
 - 2.1.2.1. Evaluating equipment, medications and documents supplied by the facility, or hosting facility as applicable, to ensure compliance with the Office Anesthesia Evaluation Manual 2018 of the American Association of Oral and Maxillofacial Surgeons.
 - 2.1.2.2. Conducting other activities as may be required by the Board in accordance with current laws and regulations.
 - 2.1.3. Ensure compliance with the ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

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- 2.1.4. Ensure compliance with the NH Revised Statutes Annotated (RSA) 317-A, Dentists and Dentistry.
 - 2.1.5. Ensure advanced training and/or competencies completed by providers are recognized by the current American Dental Association (ADA) Guidelines for the Use of Sedation and General Anesthesia by Dentists.
 - 2.1.6. Ensure training in anesthesiology and related academic subjects, as described in requirements of the Commission on Dental Accreditation (CODA) for each advanced subject.
 - 2.1.7. Ensure the provider is certified in Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS) and, for pediatric certification, Pediatric Advanced Life Support (PALS).
- 2.2. The Contractor shall be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
 - 2.3. The Contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
 - 2.4. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for and testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.



Payment Terms

1. This Agreement is one of multiple agreements for services described in Exhibit B, Scope of Services. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Form P-37, Block 1.8, Price Limitation for the duration of the agreement.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an all-inclusive per deliverable reimbursement rate of:
 - 4.1.1. \$300 for each provider evaluation completed, as described in Exhibit B, Scope of Services; and
 - 4.1.2. \$750 for each comprehensive evaluation completed, as described in Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for evaluations completed in the prior month.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be e-mailed to oplc.accountspayable@oplc.nh.gov. Hard copy invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.

Conducting evaluations and/or inspections of dental anesthesia providers, facilities and/or host facilities, as appropriate in order to provide the Board of Dental Examiners with information to determine issuance of licensure, certification and/or permits relative to dental anesthesia.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:

a. Setting work hours. Yes, No

b. Setting the work location or providing work space. Yes, No

c. Training the individual in how the services must be performed. Yes, No

d. Supervising how services are rendered. Yes, No

e. Providing tools, materials or office supplies to perform the services. Yes, No

f. Requiring periodic reports on the individual's services. Yes, No

g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Dental Anesthesia Inspector

Date initial review by DoP: 08/16/2022 Date final review by DoP: 08/16/2022

Initial Approval MJM : Disapproved _____ Final Approval MJM : Disapproved _____

Michael Moranti
Digitally signed by Michael Moranti
Date: 2022.08.16 14:26:41 -04'00'

(Division of Personnel signatory)

Michael Moranti
Digitally signed by Michael Moranti
Date: 2022.08.16 14:26:53 -04'00'

(Division of Personnel signatory)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AANA Insurance Services 116 S. Prospect Avenue Park Ridge, IL 60068	CONTACT NAME: PHONE (A/C, No., Ext): (800) 343-1368 FAX (A/C, No.): (800) 547-2220 E-MAIL ADDRESS: InsuranceInfo@aana.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Gregory R. Aprilliano Prime Anesthesia, PLLC 20 Reservoir Hts. Plymouth, NH 03264	INSURER A: The Medical Protective Company 11843	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liab			B11504	2/19/2022	2/19/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured: Gregory R. Aprilliano; CRNA; Moonlighting;
 Limits: NH, VT-\$1,000,000/\$3,000,000;
 Business Limits: Shared; Occurrence;

CERTIFICATE HOLDER

NH Office of Professional Licensure and Certification
 7 Eagle Square
 Concord, NH 03301

7/20/2022 54288

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



New Hampshire Online Licensing

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<u>Full Name</u>	Profession	License Type	<u>License Number</u>	License Status
<u>APRILLIANO, GREGORY B</u>	Nursing	Registered Nurse	052768-21	Active
<u>APRILLIANO, GREGORY B</u>	Nursing	NBCRNA	54288	Active
<u>APRILLIANO, GREGORY B</u>	Nursing	APRN	052768-23	Active

1



Gregory Aprilliano

Education

The University of South Florida, Aug 2018 - June 2019, Fellowship in Advanced Pain Management.

Virginia Commonwealth University, Aug. 2000- Dec 2002, Master of Science in Nurse Anesthesia

University of Vermont, Sept.1990-May 1994, Bachelor of Science in Nursing.

Professional Experience

Littleton Regional Health Care, The Alpine Clinic Pain and Spine Center.

Certified Registered Nurse Anesthetist, May 2018-Present

Prime Anesthesia Consultants, P.L.L.C., Owner, and Certified Registered Nurse Anesthetist.

May 2006-Present.

Granite State Pain Associates, Interventional Pain Management, Certified Registered Nurse

Anesthetist, January 2009 - May 2018

Spicare Memorial Hospital, Certified Registered Nurse Anesthetist. March 2004-January 2009

West End Anesthesia Group, Inc. St. Mary's Hospital, Certified Registered Nurse Anesthetist.
Jan. 2002- 2003

R. Adams Cowley Shock Trauma Center, Trauma Resuscitation Unit, Registered Nurse.

June 1997- August 200

The Transplant Resource Center of Maryland Inc. Clinical/Organ Procurement Coordinator,

Registered Nurse. Sept. 1995 - June 1997

R. Adams Cowley Shock Trauma Center, Neuro-Trauma Intensive Care Unit, Registered Nurse.

June 1994 - Sept. 1995

Academic Appointments

The University of South Florida, Clinical Faculty

Texas Christian University, Clinical Faculty

Business Experience

Cofounder, Owner- 1766 Brewing Company, LLC

Owner and Operator- Prime Anesthesia Consultants, PLLC

Honors/Awards

Agatha Hodgins CRNA Memorial Award to Outstanding Graduate Nurse Anesthetist

Virginia Commonwealth University, Department of Nurse Anesthesia

December 2002

Subject: Dental Anesthesia Inspector (RFA-2022-02-03)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.2 Contractor Name Amy D. Field, DMD		1.4 Contractor Address 33 Bartlett Street, Suite 405 Lowell, MA 01852	
1.5 Contractor Telephone Number (603) 595-9119	1.6 Account Number 24040000-500462	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature Amy D. Field, DMD Date: Aug 30, 2022		1.12 Name and Title of Contractor Signatory Amy D. Field, DMD	
1.13 State Agency Signature s/Lindsey B. Courtney Date: Sep 12, 2022		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Lorrie A Rudis Director, On: Sep 16, 2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Shari Phillips</i> On: 9/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign

immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Exhibit A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions
 - 1.1. Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
 - 1.2. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:
 - 8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or
 - 1.3. Paragraph 14., INSURANCE., Part 14.1.1., is amended to read:
 - 14.1.1 professional liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and
 - 1.4. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.1 is amended to read:
 - 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is exempt from the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).
 - 1.5. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.2 is amended to read:
 - 15.2 RESERVED.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall utilize report formats provided by the Office of Professional Licensure and Certification (OPLC) to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractor shall:
 - 1.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 1.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification and/or permit sought.
 - 1.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 1.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.
- 1.2. The Contractor shall be available to provide evaluations and inspections, statewide, commensurate with the current valid and unrestricted license, as applicable, described in Subsection 1.4, below.
- 1.3. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.4. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire:
 - 1.4.1. Dental provider who possesses an unrestricted New Hampshire license and a General Anesthesia/Deep Sedation Permit; or
 - 1.4.2. Anesthesiologists; or
 - 1.4.3. Nurse anesthetists.
- 1.5. The Contractor shall coordinate with the OPLC to ensure licensees experiencing language access barriers have meaningful access to information and services.
- 1.6. The Contractor shall provide dates and times of anticipated availability for all inspections to the OPLC for the following year no later than ten (10) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.7. The Contractor shall respond to all requests from OPLC for inspections no later than two (2) business days from receiving the request, by:
 - 1.7.1. Sending an email to OPLC either confirming or refusing the opportunity to conduct an inspection; and
 - 1.7.2. Including an attestation indicating no conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate; or
 - 1.7.3. Including a statement indicating a conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate.



Exhibit B

- 1.8. The Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
- 1.8.1. An attestation of a conflict of interest must identify the relationship between both parties that constitutes the conflict of interest.
 - 1.8.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.

2. Scope of Work

- 2.1. The Contractor shall conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists in order to assist the Board of Dental Examiners (hereinafter, 'the Board') with the issuance of appropriate licensure, certification and/or permit. The Contractor shall be available to:
- 2.1.1. Conduct comprehensive evaluations of providers for permits to administer Deep Sedation/General Anesthesia or Moderate Sedation in accordance with Part DEN 304, Use of General Anesthesia and Sedation by Dentists. The Contractor shall ensure evaluations include, but are not limited to:
 - 2.1.1.1. Inspection of equipment, medications, and documents.
 - 2.1.1.2. Observation of a Board-approved simulated emergency management, in order to:
 - 2.1.1.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 2.1.1.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 2.1.1.3. Other item and/or topic areas as may be required by the Board in accordance with current laws and regulations.
 - 2.1.2. Conduct facility inspections, which include but is not limited to:
 - 2.1.2.1. Evaluating equipment, medications and documents supplied by the facility, or hosting facility as applicable, to ensure compliance with the Office Anesthesia Evaluation Manual 2018 of the American Association of Oral and Maxillofacial Surgeons.
 - 2.1.2.2. Conducting other activities as may be required by the Board in accordance with current laws and regulations.
 - 2.1.3. Ensure compliance with the ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

-
- 2.1.4. Ensure compliance with the NH Revised Statutes Annotated (RSA) 317-A, Dentists and Dentistry.
 - 2.1.5. Ensure advanced training and/or competencies completed by providers are recognized by the current American Dental Association (ADA) Guidelines for the Use of Sedation and General Anesthesia by Dentists.
 - 2.1.6. Ensure training in anesthesiology and related academic subjects, as described in requirements of the Commission on Dental Accreditation (CODA) for each advanced subject.
 - 2.1.7. Ensure the provider is certified in Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS) and, for pediatric certification, Pediatric Advanced Life Support (PALS).
 - 2.2. The Contractor shall be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
 - 2.3. The Contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
 - 2.4. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for and testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.



Exhibit C

Payment Terms

1. This Agreement is one of multiple agreements for services described in Exhibit B, Scope of Services. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Form P-37, Block 1.8, Price Limitation for the duration of the agreement.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an all-inclusive per deliverable reimbursement rate of:
 - 4.1.1. \$300 for each provider evaluation completed, as described in Exhibit B, Scope of Services; and
 - 4.1.2. \$750 for each comprehensive evaluation completed, as described in Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for evaluations completed in the prior month.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be e-mailed to oplc.accountspayable@oplc.nh.gov. Hard copy invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports and/or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.

Conducting evaluations and/or inspections of dental anesthesia providers, facilities and/or host facilities, as appropriate in order to provide the Board of Dental Examiners with information to determine issuance of licensure, certification and/or permits relative to dental anesthesia.

2. Does the agency have State employees that perform the same or similar services? Yes, No
3. Will the Agency exercise authority over the means by which the service is rendered by:
- a. Setting work hours. Yes, No
 - b. Setting the work location or providing work space. Yes, No
 - c. Training the individual in how the services must be performed. Yes, No
 - d. Supervising how services are rendered. Yes, No
 - e. Providing tools, materials or office supplies to perform the services. Yes, No
 - f. Requiring periodic reports on the individual's services. Yes, No
 - g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No
4. Will the individual perform the services exclusively for the agency? Yes, No
5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No
6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No
7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No
8. Will the Agency have the right to terminate the relationship at any time? Yes, No
9. Can the individual terminate the relationship at any time without liability? Yes, No
10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Dental Anesthesia Inspector

Date initial review by DoP: 08/16/2022 Date final review by DoP: 08/16/2022

Initial Approval MJM : Disapproved _____ Final Approval MJM : Disapproved _____

Michael Moranti Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:41 -04'00'

(Division of Personnel signatory)

Michael Moranti Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:53 -04'00'

(Division of Personnel signatory)

Amy D. Field, DMD

Education

Fellowship	Oral Surgical Institute, Nashville, TN	1995-1996
Chief Resident	St Lukes/Roosevelt Hospital, New York, NY. Oral and Maxillofacial Surgery	1995
Residency	St Lukes/Roosevelt Hospital, New York, NY. Oral and Maxillofacial Surgery	1991-1995
Internship	St Lukes/Roosevelt Hospital, New York, NY. General Practice Residency	1990-1991
DMD	University of Pennsylvania School of Dental Medicine, Philadelphia, PA	1990
B.A.	Middlebury College, Middlebury, VT	1983-1986
High School	St. Paul's School, Concord, NH Graduated with Honors in Math	1982

Experience

- Associate, Lowell and Nashua Oral Surgery Associates 1998 -present
- Provider, Department of Oral and Maxillofacial Surgery, Dartmouth Hitchcock Clinic, Lebanon, NH. 1997-1998
- Private Practice, Keene NH 1997
- Associate, Oral Surgical Institute. Surgeon and Quality Assurance Officer 1996-1997

University Appointments

- | | |
|---|---------------------|
| Dartmouth Medical School, Professor, Department of Oral and Maxillofacial Surgery | 1997 |
| • University of Tennessee, Knoxville, TN Fellow | July 1995-June 1996 |

- College of Physicians and Surgeons, Columbia University. Post Doctoral Residency Fellow, Department of Oral and Maxillofacial Surgery 1991-1995
- Columbia/Presbyterian Medical College, Assistant Professor Department of Anatomy November 1993-March 1994

Licensure

- New Hampshire Dental License # 3057 Active, Issued 1997
- Massachusetts Dental License # 19630, Active. Issued 1998.
- Tennessee Dental License #7223, Inactive. Issued March, 1996.
- New York Dental License #042916, Inactive. Issued July 1990.

Affiliations/Memberships

- American Board of Oral and Maxillofacial Surgeons. Diplomate. Board Certified March 1997.
- American Association of Oral and Maxillofacial Surgeons. Fellow.
- American College of Oral and Maxillofacial Surgeons. Fellow
- American Dental Association. Member 1990
- Greater Nashua Dental Society 1998
- Massachusetts Society of Oral and Maxillofacial Surgeons
- New Hampshire Society of Oral and Maxillofacial Surgeons
- Psi Omega Fraternity Alumni Society 1990

Hospital Appointments

- Lowell General Hospital, Lowell, MA. Active Medical Staff Privileges, 1998 to present.
- St. Joseph's Hospital, Nashua, NH. Courtesy Staff Privileges. 1998 to present.

Publications/Presentations

- Discussion of "Facial and Trigeminal Nerve Following Arthroscopic Surgery of the Temporomandibular Joints". Carter, J.B., Field, A.D. *Journal of Oral and Maxillofacial Surgery* 54:1 pp. 43-44, 1996
- Presentation Field, A.D., " The True Cost of Maxillofacial Procedures : An Introductory Model of Cost Analysis". Presentation for the University of Tennessee Continuing Education Conference – Phoenix , AZ. March 1996
- Presentation Field, A.D., Carter, J.B. "Demographics of a Private Oral and Maxillofacial Surgery Practice". Presentation for the 1996 Annual Meeting of the American Association of Oral and Maxillofacial Surgeons, Miami, FL September 1996
- Published Hersh, E.V, Barasch, A., Field, A.D., Cooper, S.A., " the Role of Endogenous Opiates on the Analgesic Response to Placebo and Ibuprofen". Abstract published for the 1990 meeting of the American Society for Clinical Pharmacology and Therapeutics. 1990

- Presented and Published, : Field, A.D., Feldman, C.A., Eschenaur, A.E., Felman, R.S. " Periodontal Examination Site Effect on Interexaminer Agreement". Abstract for IADR meeting 1990k Poster presentation – Cincinnati, OH March 1990

NIH Training Grants:

"Reliability of Interexaminer Measurements in Assessment of Periodontal Disease." Analyzed data and organized results for publication and presentation to the International Association of Dental Research. 1989.

" A Double Blind, SingleDose, Parallel Group Study Evaluating the Contribution of Endorphins and Enkephalins to Analgesic Effects of Placebo and Ibuprofen." Assisted in writing protocol, recruited study patients, administered study, collected and analyzed results for publication. 1988.

Awards

- Only Appointed Student Representative for the University of Pennsylvania Dean Search Committee, 1988-1989
- Proctor and Gamble Preventive Dentistry Dean's Award for written presentation of a three week study of a clinical patient. 1996.

State of New Hampshire



Board of Dental Examiners

Authorized as
Dentist

Issued To

AMY DOUGLAS FIELD, DMD

License Number: 03057

Active

Oral and Maxillofacial Surgery

General Anesthesia/Deep Sedation Permit

Issue Date: 04/01/1998

Expiration Date: 04/30/2024

State of New Hampshire



Board of Dental Examiners

Authorized as
General Anesthesia/Deep Sedation Permit

Issued To
AMY DOUGLAS FIELD, DMD

License Number: 03057
Active

Issue Date: 02/10/2014

Expiration Date: 04/30/2024

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BF4360347	09-30-2024	\$888
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3, 3N,4,5	PRACTITIONER	08-02-2021
FIELD, AMY DOUGLAS DMD 20 COTTON RD STE 202 NASHUA ORAL SURGERY ASSOC. NASHUA, NH 030631262		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
 UNITED STATES DEPARTMENT OF JUSTICE
 DRUG ENFORCEMENT ADMINISTRATION
 WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
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Subject: Dental Anesthesia Inspector (RFA-2022-02-04)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.2 Contractor Name Rudolph L. Pavlesich, DNP, CRNA, FNP-BC, APRN		1.4 Contractor Address 89 Stevens Hill Road Nottingham, NH 03290	
1.5 Contractor Telephone Number (904) 535-1875	1.6 Account Number 24040000 #00462	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature Rudolph Pavlesich Date: Aug 29, 2022		1.12 Name and Title of Contractor Signatory Rudolph L. Pavlesich, DNP, CRNA, FNP-BC, APRN	
1.13 State Agency Signature s/Lindsey B. Courtney Date: Sep 12, 2022		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: <i>Lorrie A Rudis</i> Director, On: 9.22.22			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Shari Phillips</i> On: 9/26/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign

immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Exhibit A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:

8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or

1.3. Paragraph 14., INSURANCE., Part 14.1.1., is amended to read:

14.1.1 professional liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and

1.4. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.1 is amended to read:

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is exempt from the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

1.5. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.2 is amended to read:

15.2 RESERVED.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall utilize report formats provided by the Office of Professional Licensure and Certification (OPLC) to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractor shall:
 - 1.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 1.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification and/or permit sought.
 - 1.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 1.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.
- 1.2. The Contractor shall be available to provide evaluations and inspections, statewide, commensurate with the current valid and unrestricted license, as applicable, described in Subsection 1.4, below.
- 1.3. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.4. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire:
 - 1.4.1. Dental provider who possesses an unrestricted New Hampshire license and a General Anesthesia/Deep Sedation Permit; or
 - 1.4.2. Anesthesiologists; or
 - 1.4.3. Nurse anesthetists.
- 1.5. The Contractor shall coordinate with the OPLC to ensure licensees experiencing language access barriers have meaningful access to information and services.
- 1.6. The Contractor shall provide dates and times of anticipated availability for all inspections to the OPLC for the following year no later than ten (10) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.7. The Contractor shall respond to all requests from OPLC for inspections no later than two (2) business days from receiving the request, by:
 - 1.7.1. Sending an email to OPLC either confirming or refusing the opportunity to conduct an inspection; and
 - 1.7.2. Including an attestation indicating no conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate; or
 - 1.7.3. Including a statement indicating a conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate.



Exhibit B

- 1.8. The Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
- 1.8.1. An attestation of a conflict of interest must identify the relationship between both parties that constitutes the conflict of interest.
 - 1.8.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.

2. Scope of Work

- 2.1. The Contractor shall conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists in order to assist the Board of Dental Examiners (hereinafter, 'the Board') with the issuance of appropriate licensure, certification and/or permit. The Contractor shall be available to:
- 2.1.1. Conduct comprehensive evaluations of providers for permits to administer Deep Sedation/General Anesthesia or Moderate Sedation in accordance with Part DEN 304, Use of General Anesthesia and Sedation by Dentists. The Contractor shall ensure evaluations include, but are not limited to:
 - 2.1.1.1. Inspection of equipment, medications, and documents.
 - 2.1.1.2. Observation of a Board-approved simulated emergency management, in order to:
 - 2.1.1.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 2.1.1.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 2.1.1.3. Other item and/or topic areas as may be required by the Board in accordance with current laws and regulations.
 - 2.1.2. Conduct facility inspections, which include but is not limited to:
 - 2.1.2.1. Evaluating equipment, medications and documents supplied by the facility, or hosting facility as applicable, to ensure compliance with the Office Anesthesia Evaluation Manual 2018 of the American Association of Oral and Maxillofacial Surgeons.
 - 2.1.2.2. Conducting other activities as may be required by the Board in accordance with current laws and regulations.
 - 2.1.3. Ensure compliance with the ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

-
- 2.1.4. Ensure compliance with the NH Revised Statutes Annotated (RSA) 317-A, Dentists and Dentistry.
 - 2.1.5. Ensure advanced training and/or competencies completed by providers are recognized by the current American Dental Association (ADA) Guidelines for the Use of Sedation and General Anesthesia by Dentists.
 - 2.1.6. Ensure training in anesthesiology and related academic subjects, as described in requirements of the Commission on Dental Accreditation (CODA) for each advanced subject.
 - 2.1.7. Ensure the provider is certified in Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS) and, for pediatric certification, Pediatric Advanced Life Support (PALS).
 - 2.2. The Contractor shall be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
 - 2.3. The Contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
 - 2.4. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for and testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.



Exhibit C

Payment Terms

1. This Agreement is one of multiple agreements for services described in Exhibit B, Scope of Services. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Form P-37, Block 1.8, Price Limitation for the duration of the agreement.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an all inclusive per deliverable reimbursement rate of:
 - 4.1.1. \$300 for each provider evaluation completed, as described in Exhibit B, Scope of Services; and
 - 4.1.2. \$750 for each comprehensive evaluation completed, as described in Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for evaluations completed in the prior month.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be e-mailed to oplc.accountspayable@oplc.nh.gov. Hard copy invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports and/or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.

Conducting evaluations and/or inspections of dental anesthesia providers, facilities and/or host facilities, as appropriate in order to provide the Board of Dental Examiners with information to determine issuance of licensure, certification and/or permits relative to dental anesthesia.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:

a. Setting work hours. Yes, No

b. Setting the work location or providing work space. Yes, No

c. Training the individual in how the services must be performed. Yes, No

d. Supervising how services are rendered. Yes, No

e. Providing tools, materials or office supplies to perform the services. Yes, No

f. Requiring periodic reports on the individual's services. Yes, No

g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Dental Anesthesia Inspector

Date initial review by DoP: 08/16/2022 Date final review by DoP: 08/16/2022

Initial Approval MJM : Disapproved _____ Final Approval MJM : Disapproved _____

Michael Moranti
Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:41 -04'00'

(Division of Personnel signatory)

Michael Moranti
Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:53 -04'00'

(Division of Personnel signatory)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AANA Insurance Services 116 S. Prospect Avenue Park Ridge, IL 60068	CONTACT NAME: PHONE (A/C, No, Ext): (800) 343-1368 FAX (A/C, No): (800) 547-2220	
	E-MAIL ADDRESS: insuranceinfo@aana.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Medical Protective Company		11843
INSURED Blue Sky Anesthesia Associates, LLC 113 Daroska Road Pittsfield, NH 03263	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			B06695	8/15/2022	8/15/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured: Rudolph L. Pavlesich; CRNA; Part-Time;
Limits: NH, MA, ME, VT-\$1,000,000/\$3,000,000;
Business Limits: Shared; Occurrence;

CERTIFICATE HOLDER

State of NH - Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

8/16/2022 104398

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CURRICULUM VITAE

NAME: Rudolph L. Pavlesich III, DNP, CRNA, FNP-BC, APRN

CIVILIAN EDUCATION:

Degree	Academic Institution	Year
Doctor of Nursing Practice	University of North Florida Jacksonville, FL	8/2015- 5/2018
Post-Master's Family Nurse Practitioner Program	University of North Florida Jacksonville, FL	8/2015- 5/2018
Master of Science in Nurse Anesthesiology	University of North Florida Jacksonville, FL	5/2012- 12/2014
Bachelor of Science in Nursing	Purdue University West Lafayette, IN	8/1996- 8/2000

MILITARY EDUCATION:

Course	Year
AMEDD Critical Care Nursing Course Walter Reed Army Medical Center, DC	6/2003- 9/2003
Officer Basic Course Fort Sam Houston, TX	7/2001
Nurse Summer Training Program Brooke Army Medical Center, TX	5/1999- 6/1999
Army Reserve Officer Training Corps West Lafayette, IN	8/1996- 8/2000

ANESTHESIA EXPERIENCE:

Title	Location	Dates
Certified Registered Nurse Anesthetist (CRNA)	Office Based Anesthesia Services Blue Sky Anesthesia Associates, PLLC Pittsfield, NH	5/2019- current

CRNA	Main Operating Room, Labor and Delivery, Outpatient Surgery, and Hospital Coverage Speare Memorial Hospital Plymouth, NH	12/2019- 2/2021
CRNA	Main Operating Room, Labor and Delivery, Outpatient Surgery, and Hospital Coverage Memorial Hospital - MaineHealth North Conway, NH	2/2019- 3/2021
CRNA	Outpatient Plastic Surgery Atlantic Plastic Surgery & Medi-Spa Portsmouth, NH	2/2019- 5/2019
CRNA	Main Operating Room and Outpatient Surgery Frisbie Memorial Hospital Rochester, NH	1/2019- 2/2020
CRNA	Main Operating Room AdventHealth Daytona Beach, FL	10/2018- 4/2019
CRNA	Outpatient Surgery East Coast Surgery Center Jacksonville, FL	8/2017- 7/2019
CRNA	Main Operating Room and Outpatient Surgery Memorial Medical Center Jacksonville, FL	8/2017- 7/2019
CRNA	Outpatient Surgery Southpoint Surgery Center Jacksonville, FL	8/2017- 7/2019
CRNA	Outpatient Surgery Surgery Center of Volusia Port Orange, FL	9/2016- 7/2019

CRNA	Main Operating Room, Labor and Delivery, EP Lab, CV, and Outpatient Surgery Orange Park Medical Center Orange Park, FL	5/2015- 7/2019
CRNA	Main Operating Room, Cath Lab, Labor and Delivery, CV, and Outpatient Surgery Halifax Health Medical Center Daytona Beach, FL	2/2015- 7/2019
CRNA	Outpatient Plastic Surgery James E Hardy Plastic Surgery Jacksonville, FL	2/2015- 7/2019
CRNA	Outpatient Plastic Surgery The Garcia Institute Jacksonville, FL	2/2015- 7/2019

STATE LICENSURE:

State	Year	Expiration
Massachusetts: RN2350730	2021	3/2024
Maine: APRN RNA213010	2021	3/2024
Vermont: APRN 101.0134381	2019	3/2023
Vermont: RN 026.0137975	2019	3/2023
Georgia: RN 281215	2018	1/2023
New Hampshire: APRN 074985-23	2016	3/2024

SKILLS CERTIFICATIONS:

Type	Organization	Expiration
Certified Registered Nurse Anesthetist	National Board of Certification & Recertification for Nurse Anesthetists	7/2025
Family Nurse Practitioner	American Nurses Credentialing Center	11/2023

Advanced Cardiac Life Support	American Heart Association	1/2023
Pediatric Advanced Life Support	American Heart Association	1/2023
Basic Life Support	American Heart Association	1/2023

AFFILIATIONS AND PROFESSIONAL ORGANIZATION MEMBERSHIPS:

Organization	Date
American Nurses Association	12/2020 - current
New Hampshire Nurses Association	12/2020 - current
New Hampshire Nurse Practitioner Association	8/2019 - current
New Hampshire Association of Nurse Anesthesiology	6/2019 - current
The Society for Opioid Free Anesthesia	7/2018 - current
Anesthesia Business Academy	5/2018 - 3/2019
American Association of Nurse Practitioners	8/2015 - current
Sigma Theta Tau International Honor Society of Nursing	12/2014 - 1/2019
Florida Association of Nurse Anesthetists	5/2012 - 6/2019
American Association of Nurse Anesthetists	5/2012 - current

PRESENTATIONS:

Title	Location	Date
Ultrasound Basics	Northeastern University Guest Lecture for Nurse Anesthesiology Program Boston, MA	4/2021
Business Basics of Anesthesia	University of North Florida Guest Lecture for Nurse Anesthesiology Program Jacksonville, FL	9/2019

Most Efficacious Dose of Flumazenil for Reversal of Midazolam	University of North Florida Doctoral Defense (Oral Presentation) Jacksonville, FL	4/2018
Postoperative Pain Management for Total Knee Arthroplasty in a Community Hospital	American Association of Nurse Anesthetists Annual Congress (Poster Presentation) Orlando, Florida	9/2014
Deployment Process: Under Construction	Asian Pacific Military Medicine Conference (Oral Presentation) New Delhi, India	3/2006

RESEARCH:

Title	Position	Date
Most Efficacious Dose of Flumazenil for Reversal of Midazolam	Co-investigator	1/2016-3/2018
Postoperative Pain Management for Total Knee Arthroplasty in a Community Hospital	Co-investigator	1/2013-12/2014
Deployment Experience As Perceived by AMEDD PROFIS Personnel	Associate Investigator	5/2006-8/2009

MILITARY AWARDS:

Global War on Terrorism Service Medal	Army Commendation Medal
Marksmanship Badge – Expert with Pistol	National Defense Service Medal
Marksmanship Badge – Sharpshooter with Rifle	Overseas Service Ribbon
Army Service Ribbon	Iraq Campaign Medal
	Army Achievement Medal

REFERENCES:

Dr. Dwayne Thibeault, DNP, CRNA
Owner of Blue Sky
Anesthesia Associates

cell: (603) 738-3979
email: dwaynethibeault@gmail.com

Dr. Joshua Newby, DNP, CRNA
Owner of North Georgia
Anesthesia Associates

cell: (901) 550-8691
email: jnewby5@yahoo.com

Dr. William Self, DNP, CRNA
Instructor, Nurse Anesthesiology
Program at the University of
North Florida

cell: (386) 299-6285
email: bill.self.crna@gmail.com

ADVANCED CARDIOVASCULAR LIFE SUPPORT

ADVANCED CARDIOVASCULAR LIFE SUPPORT

**ACLS
Provider**



Rudolph Pavlesich

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.

Issue Date **Renew By** **eCard Code**
1/21/2021 01/2023 215408777540



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

Training Center Name St. Joseph Hospital

Training Center ID ME04054

TC City, State Bangor, ME

TC Phone (207) 907-1307

Instructor Name Jasper Hotchkiss

Instructor ID 03150310775

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BASIC LIFE SUPPORT

BASIC LIFE SUPPORT

**BLS
Provider**



Rudolph Pavlesich

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (CPR and AED) Program.

Issue Date **Renew By** **eCard Code**
1/21/2021 01/2023 215418765736



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

Training Center Name St. Joseph Hospital

Training Center ID ME04054

TC City, State Bangor, ME

TC Phone (207) 907-1307

Instructor Name Jasper Hotchkiss

Instructor ID 03150310775

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PEDIATRIC ADVANCED LIFE SUPPORT

PEDIATRIC ADVANCED LIFE SUPPORT

**PALS
Provider**



Rudolph Pavlesich

has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Pediatric Advanced Life Support (PALS) Program.

Issue Date **Renew By** **eCard Code**
1/21/2021 01/2023 215428765971



To view or verify authenticity, students and employers should scan this QR code with their mobile device or go to www.heart.org/cpr/mycards.

Training Center Name St. Joseph Hospital

Training Center ID ME04054

TC City, State Bangor, ME

TC Phone (207) 907-1307

Instructor Name Jasper Hotchkiss

Instructor ID 03150310775

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NBCRNA verifies that this individual has met the requirements for certification and may be known as a Certified Registered Nurse Anesthetist (CRNA).

NAME

Rudolph Louis Pavlesich III, CRNA

CERTIFICATION# EFFECTIVE DATE EXPIRATION DATE

This card becomes invalid upon the date of expiration or if the holder fails to maintain NBCRNA recertification. Recertification can be verified at portal.nbcna.com/credentialverification

104398 2021-08-01 2025-07-31



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing
Home

Person Information

Name: RUDOLPH L PAVLESICH

License Information

License No: 074985-23

Profession: Nursing

License Type: APRN

License Status: Active

Issue Date: 12/21/2016

Expiration Date: 3/1/2024

Specialty: Certified
Registered
Nurse
Anesthetist

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign

immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Exhibit A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:

8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or

1.3. Paragraph 14., INSURANCE., Part 14.1.1., is amended to read:

14.1.1 professional liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and

1.4. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.1 is amended to read:

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is exempt from the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

1.5. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.2 is amended to read:

15.2 RESERVED.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall utilize report formats provided by the Office of Professional Licensure and Certification (OPLC) to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractor shall:
 - 1.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 1.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification and/or permit sought.
 - 1.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 1.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.
- 1.2. The Contractor shall be available to provide evaluations and inspections, statewide, commensurate with the current valid and unrestricted license, as applicable, described in Subsection 1.4, below.
- 1.3. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.4. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire:
 - 1.4.1. Dental provider who possesses an unrestricted New Hampshire license and a General Anesthesia/Deep Sedation Permit; or
 - 1.4.2. Anesthesiologists; or
 - 1.4.3. Nurse anesthetists.
- 1.5. The Contractor shall coordinate with the OPLC to ensure licensees experiencing language access barriers have meaningful access to information and services.
- 1.6. The Contractor shall provide dates and times of anticipated availability for all inspections to the OPLC for the following year no later than ten (10) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.7. The Contractor shall respond to all requests from OPLC for inspections no later than two (2) business days from receiving the request, by:
 - 1.7.1. Sending an email to OPLC either confirming or refusing the opportunity to conduct an inspection; and
 - 1.7.2. Including an attestation indicating no conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate; or
 - 1.7.3. Including a statement indicating a conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

- 1.8. The Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
- 1.8.1. An attestation of a conflict of interest must identify the relationship between both parties that constitutes the conflict of interest.
 - 1.8.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.

2. Scope of Work

- 2.1. The Contractor shall conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists in order to assist the Board of Dental Examiners (hereinafter, 'the Board') with the issuance of appropriate licensure, certification and/or permit. The Contractor shall be available to:
- 2.1.1. Conduct comprehensive evaluations of providers for permits to administer Deep Sedation/General Anesthesia or Moderate Sedation in accordance with Part DEN 304, Use of General Anesthesia and Sedation by Dentists. The Contractor shall ensure evaluations include, but are not limited to:
 - 2.1.1.1. Inspection of equipment, medications, and documents.
 - 2.1.1.2. Observation of a Board-approved simulated emergency management, in order to:
 - 2.1.1.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 2.1.1.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 2.1.1.3. Other item and/or topic areas as may be required by the Board in accordance with current laws and regulations.
 - 2.1.2. Conduct facility inspections, which include but is not limited to:
 - 2.1.2.1. Evaluating equipment, medications and documents supplied by the facility, or hosting facility as applicable, to ensure compliance with the Office Anesthesia Evaluation Manual 2018 of the American Association of Oral and Maxillofacial Surgeons.
 - 2.1.2.2. Conducting other activities as may be required by the Board in accordance with current laws and regulations.
 - 2.1.3. Ensure compliance with the ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

-
- 2.1.4. Ensure compliance with the NH Revised Statutes Annotated (RSA) 317-A, Dentists and Dentistry.
 - 2.1.5. Ensure advanced training and/or competencies completed by providers are recognized by the current American Dental Association (ADA) Guidelines for the Use of Sedation and General Anesthesia by Dentists.
 - 2.1.6. Ensure training in anesthesiology and related academic subjects, as described in requirements of the Commission on Dental Accreditation (CODA) for each advanced subject.
 - 2.1.7. Ensure the provider is certified in Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS) and, for pediatric certification, Pediatric Advanced Life Support (PALS).
 - 2.2. The Contractor shall be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
 - 2.3. The Contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
 - 2.4. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for and testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.



Payment Terms

1. This Agreement is one of multiple agreements for services described in Exhibit B, Scope of Services. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Form P-37, Block 1.8, Price Limitation for the duration of the agreement.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an all-inclusive per deliverable reimbursement rate of:
 - 4.1.1. \$300 for each provider evaluation completed, as described in Exhibit B, Scope of Services; and
 - 4.1.2. \$750 for each comprehensive evaluation completed, as described in Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for evaluations completed in the prior month.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be e-mailed to oplc.accountspayable@oplc.nh.gov. Hard copy invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports and/or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.

Conducting evaluations and/or inspections of dental anesthesia providers, facilities and/or host facilities, as appropriate in order to provide the Board of Dental Examiners with information to determine issuance of licensure, certification and/or permits relative to dental anesthesia.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:

a. Setting work hours. Yes, No

b. Setting the work location or providing work space. Yes, No

c. Training the individual in how the services must be performed. Yes, No

d. Supervising how services are rendered. Yes, No

e. Providing tools, materials or office supplies to perform the services. Yes, No

f. Requiring periodic reports on the individual's services. Yes, No

g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Dental Anesthesia Inspector

Date initial review by DoP: 08/16/2022 Date final review by DoP: 08/16/2022

Initial Approval MJM : Disapproved _____ Final Approval MJM : Disapproved _____

Michael Moranti

Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:41 -04'00'

(Division of Personnel signatory)

Michael Moranti

Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:53 -04'00'

(Division of Personnel signatory)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AANA Insurance Services 116 S. Prospect Avenue Park Ridge, IL 60068	CONTACT NAME: PHONE (A/C, No, Ext): (800) 343-1368		FAX (A/C, No): (800) 547-2220
	E-MAIL ADDRESS: insuranceinfo@aana.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: The Medical Protective Company			11843
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

INSURED

 Collaborative Anesthesia Partners, PLLC
 P.O. Box 160
 Plymouth, NH 03264-4912

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/POP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liab			B08401	10/21/2021	10/21/2022		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured: Daniel E. Rice; CRNA; Business Limits: Shared;
 Occurrence: Limits: ME, NH, SD-\$1,000,000/\$3,000,000;
 Coverage applies to professional services provided as a Healthcare Professional while working on behalf of Collaborative Anesthesia Partners, PLLC;

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire OPLC
 7 Eagle Square
 Concord, NH 03301

8/16/2022

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel E. Rice Jr., DNP, CRNA

Title	Branch
Certified Registered Nurse Anesthetist	Self Employed

EDUCATION:

Course	Location	Year
USF Advanced Pain Management Fellowship	University of S. Florida	08/2021
EBV School of Business	University of Connecticut	08/2017
US Army Doctoral Program in Anesthesia Nursing	AMEDD Center and School Fort Sam Houston, Texas	05/2016
Bachelors of Science in Nursing - cum laude honors	Auburn University	05/2011
Bachelors of Science in Criminal Justice	Troy University	05/2009
Associate of Applied Science in Criminal Justice	Community College of the Air Force	12/2008

MILITARY EDUCATION:

Course	Location	Year
S-V80-A Combat Survival Training Course	22 nd TRS Fairchild AFB, WA	03/2004
S-V90-A Combat Water Survival Training Course	22 nd TRS Fairchild AFB, WA	04/2004
Security Forces Technical Training	USAF Training School Lackland AFB, TX	06/2005
Combat Leadership School	342 nd TRS Camp Bullis, TX	02/2007
Airman Leadership School	Maxwell AFB, AL	05/2007
Combat Life Savers Course #818	USAF Expeditionary Center Fort Dix, NJ	09/2008
Tactical Security Element Course	USAF Expeditionary Center Fort Dix, NJ	09/2008

WORK EXPERIENCE:

Job Title	Location	Dates
Chief Executive Officer, Owner	Collaborative Anesthesia Partners Bristol, NH	11/2017 -present
Chief Executive Officer	New England Vascular Access LLC. Bristol, NH	5/2017- Present
Chief Operations Officer	Rice Solutions LLC. Pulaski, PA	7/2017- Present
Staff Anesthetist	Togus VAMC Augusta, ME	8/2016- 11/2017
Locum Anesthetist	Staff Care Locum Warren, PA	6/2016- 8/2016
PICC Nurse	Mid South PICC Memphis, TN	11/2015- 6/2016
ICU Staff Nurse	ICU, Marion VA Medical Center Marion, IL	12/2011- 06/ 2013
CCU Staff Nurse	CCU Sharon Regional Hospital Sharon, PA	06/2011- 11/2011
Air Force	Montgomery, Al; Spokane, Wa; San Antonio, TX	12/2003 – 03/2009
Construction Laborer	New Castle, PA	03/2001- 08/2003

STATE LICENSURE:

State	Year	Expiration
Pennsylvania, RN	2011	10/2022
Tennessee, RN	2015	09/2016
Maine, RN	2016	09/2022
Maine, CRNA	2016	09/2022
New Hampshire, CRNA	2017	09/2023
New York, RN	2019	07/2022
Vermont, RN	2019	03/2023

SKILLS CERTIFICATION:

Type	Organization	Expiration
Basic Life Support	American Heart Association	11/2021
Advanced Cardiovascular Life Support (ACLS)	American Heart Association	11/2021
Pediatric Advanced Life Support (PALS)	American Heart Association	11/2021
Advanced Anesthesia Ultrasound	Twin Oaks Anesthesia	Completed

Guidance for the Acute and Chronic Pain Provider		Completed 05/2016
Ultrasound for Critical Care Providers	Twin Oaks Anesthesia	Completed 09/2016

NATIONAL/BOARD CERTIFICATION(S):

Type	Organization	Expiration
CCRN	American Association of Critical Care Nurses	09/2016
CRNA	National Board of Certified Registered Nurse Anesthetists	07/2024

DECORATIONS AND AWARDS:

Award	Location	Year
USAF Outstanding Unit Award with 2 Oak Leaf Clusters	Maxwell AFB, AL	2008
USAF Good Conduct Medal	Maxwell AFB, AL	2008
National Defense Service Medal	Maxwell AFB, AL	2009
Iraqi Campaign Medal with 2 Service Stars	Maxwell AFB, AL	2009
Global War on Terrorism Service Medal	Maxwell AFB, AL	2009
USAF Longevity of Service Medal	Maxwell AFB, AL	2009
USAF Expeditionary Service Medal with Gold Border	Maxwell AFB, AL	2009
USAF Short Tour Ribbon	Maxwell AFB, AL	2006

AFFILIATIONS AND PROFESSIONAL ORGANIZATION MEMBERSHIPS:

Type	Organization	Date
ACHE	American College of Healthcare Executives	01/2020-present
State Reimbursement Specialist	Maine Association of Nurse Anesthetists (MEANA)	11/2017-02/2020
AANA #108057	American Association of Nurse Anesthetists (AANA)	06/2013-present
AACN Member	American Association of Critical Care Nurses	07/2011-present
Honor Society member	The Gamma Beta Phi Society	04/2008-present

SPECIAL PROJECTS:

Title	Location	Date
Developed and Implemented New Perioperative Simulation Training	Memphis VA Medical Center	2015
ICU Charge Nurse	Marion VA Medical Center	2013
Unit Stroke Champion	Marion VA Medical Center	2013
Developed and implemented new ICU protocol	Marion VA Medical Center	2013
National Security Forum	Maxwell AFB, AL	2008
Flight Chief	Maxwell AFB, AL	2008
Security Response Team	Maxwell AFB, AL	2005
Elite Gate Guard Section	Maxwell AFB, AL	2004

RESEARCH:

Title	Location	Date
Effects of Sternal IO Hextend Vs IV Hextend on Hemodynamics.	US Army Institute of Surgical Research, Fort Sam Houston, TX	2014

Principal investigator:
Arthur Johnson, PhD, Professor

Co-investigators:
MAJ Michael Bentley, CRNA, PhD,
Mr. Daniel Rice, RN, BSN, CCRN,
Mr. Kent Phillips, RN, BSN, CCRN,
Mr. Christian Penaranda, Ms. Lauren Vanderhoek,

Funded by: TriService Nursing Research Program

Published in The American Journal of Disaster Medicine

Difficult Airway Workshop Facilitator.

Dr. Lisa Lucas DNP, Mr. Christian Penaranda SRNA, Mr. Kent Phillips SRNA, Mr. Daniel Rice SRNA, & Lauren Vanderhoek SRNA.	Memphis Student Nurse Anesthetist Foundation Educational Weekend.	06/2015
---	---	---------

Interprofessional simulation training helps staff prepare for real-life crisis.	Memphis, TN Veterans Medical Center	09/2015
---	-------------------------------------	---------

Dr. Susan Calhoun MD, MBA, Dr. Lisa Lucas DNP, CRNA, Daniel Rice BSN, SRNA

Published in Simulation Exchange
Vol6

Implementation of adult multi-modal
education in anesthesia care team
training

Memphis, TN Veterans Administration
Medical Center

04/2016

Dr. Lisa Lucas DNP, CRNA
Dr. Daniel Rice DNP, CRNA
Dr. Kent Phillips DNP, CRNA
Dr. Christian Penaranda DNP, CRNA

VOLUNTEER ORGANIZATIONS:

Organization
Civil Air Patrol

Date
2019

Youth Villages

2014- 2016

San Antonio Children's Shelter

2013-2014

Habitat for Humanity

2008-2011



NEW HAMPSHIRE Online Licensing

nh.gov
Licensing
Home

Person Information

Name: DANIEL EDWARD RICE
NH Multi-state license

License Information

License No: 076979-21
Profession: Nursing
License Type: Registered Nurse
License Status: Active
Issue Date: 3/8/2021
Expiration Date: 9/6/2023

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



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NEW HAMPSHIRE Online Licensing

[nh.gov](#)
Licensing
Home

Person Information

Name: DANIEL EDWARD RICE

License Information

License No: 076979-23
Profession: Nursing
License Type: APRN
License Status: Active
Issue Date: 12/12/2017
Expiration Date: 9/6/2023

Specialty: Certified
Registered
Nurse
Anesthetist

Discipline Information

No Discipline Information

Remarks

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.



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04/08/2022 01:34:50 PM

Certification Details

ID	108057
Name	Daniel Edward Rice, Jr.
Residence	Plymouth, NH USA

CRNA

Initially Certified	06/10/2016
Current Certification Period	08/01/2020 - 07/31/2024
Certification #	108057
Certification Status	Certified

NSPM-C

Initially Certified	08/04/2021
Certification #	108057
Certification Status	Certified
Current Certification Period	08/04/2021 - 08/31/2025

Subject: Dental Anesthesia Inspector (RFA-2022-02-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.3 Contractor Name Dwayne Joseph Thibeault, DNP, ARNP, CRNA		1.4 Contractor Address 113 Daroksa Rd. Pittsfield, NH 03263	
1.5 Contractor Telephone Number (603) 738-3979	1.6 Account Number 24040000-500462	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$150,000
1.9 Contracting Officer for State Agency Heather A. Kelley, Finance Director		1.10 State Agency Telephone Number (603) 271-0142	
1.11 Contractor Signature Dwayne Thibeault Date: Sep 8, 2022		1.12 Name and Title of Contractor Signatory Dwayne Joseph Thibeault, DNP, ARNP, CRNA	
1.13 State Agency Signature s/Lindsey B. Courtney Date: Sep 12, 2022		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: Lorrie A Rudis Director, On: Sep 16, 2022			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: Shari Phillips On: 9/22/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: G&C Meeting Date:			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign

immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Exhibit A

Revisions to Standard Grant Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, EFFECTIVE DATE/COMPLETION OF SERVICES, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 8, EVENT OF DEFAULT/REMEDIES, Subparagraph 8.2.3, is amended as follows:

8.2.3 give the Contractor a written notice specifying the Event of Default and suspending payments, in whole or in part, to be made under this Agreement, until the Event of Default is cured; and/or

1.3. Paragraph 14., INSURANCE., Part 14.1.1., is amended to read:

14.1.1 professional liability insurance against all claims in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or excess; and

1.4. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.1 is amended to read:

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is exempt from the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

1.5. Paragraph 15. WORKERS' COMPENSATION., Subparagraph 15.2 is amended to read:

15.2 RESERVED.



Exhibit B

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall utilize report formats provided by the Office of Professional Licensure and Certification (OPLC) to complete inspections of providers, facilities and/or hosting facilities, as appropriate. The Contractor shall:
 - 1.1.1. Utilize the appropriate current report format for the type of inspection requested.
 - 1.1.2. Ensure reports are completed accurately and according to the requirements of the specific licensure, certification and/or permit sought.
 - 1.1.3. Ensure completed reports are legible and any comments are clear, concise, and objective.
 - 1.1.4. Provide completed reports and supporting documentation, as applicable, to the OPLC no later than two (2) business days after completing the inspection.
- 1.2. The Contractor shall be available to provide evaluations and inspections, statewide, commensurate with the current valid and unrestricted license, as applicable, described in Subsection 1.4, below.
- 1.3. For the purposes of this contract, references to days shall mean business days, which are, Monday through Friday from 8:00 AM through 4:00 PM, excluding State and Federal Holidays.
- 1.4. The Contractor shall maintain a current valid and unrestricted license as a New Hampshire:
 - 1.4.1. Dental provider who possesses an unrestricted New Hampshire license and a General Anesthesia/Deep Sedation Permit; or
 - 1.4.2. Anesthesiologists; or
 - 1.4.3. Nurse anesthetists.
- 1.5. The Contractor shall coordinate with the OPLC to ensure licensees experiencing language access barriers have meaningful access to information and services.
- 1.6. The Contractor shall provide dates and times of anticipated availability for all inspections to the OPLC for the following year no later than ten (10) days from the contract effective date, with updates provided by e-mail as changes in availability occur.
- 1.7. The Contractor shall respond to all requests from OPLC for inspections no later than two (2) business days from receiving the request, by:
 - 1.7.1. Sending an email to OPLC either confirming or refusing the opportunity to conduct an inspection; and
 - 1.7.2. Including an attestation indicating no conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate; or
 - 1.7.3. Including a statement indicating a conflict of interest exists between the Contractor and the provider, facility and/or host facility, as appropriate.



Exhibit B

- 1.8. The Contractor may refuse the opportunity to conduct an inspection up to three (3) times during the term of the agreement. The Contractor agrees that:
- 1.8.1. An attestation of a conflict of interest must identify the relationship between both parties that constitutes the conflict of interest.
 - 1.8.2. Pursuant to Paragraph 9 of Form P-37, General Provisions, refusing opportunities to conduct inspections may result in termination of the contract.

2. Scope of Work

- 2.1. The Contractor shall conduct initial inspections and subsequent evaluations of dental facilities and/or dental offices to ensure compliance with statutory and regulatory provisions, including but not limited to, NH Revised Statutes Annotated (RSA) 317-A and NH Administrative Rules, DEN 300, Licensing Requirements, Part DEN 304, Use of General Anesthesia and Sedation by Dentists in order to assist the Board of Dental Examiners (hereinafter, 'the Board') with the issuance of appropriate licensure, certification and/or permit. The Contractor shall be available to:
- 2.1.1. Conduct comprehensive evaluations of providers for permits to administer Deep Sedation/General Anesthesia or Moderate Sedation in accordance with Part DEN 304, Use of General Anesthesia and Sedation by Dentists. The Contractor shall ensure evaluations include, but are not limited to:
 - 2.1.1.1. Inspection of equipment, medications, and documents.
 - 2.1.1.2. Observation of a Board-approved simulated emergency management, in order to:
 - 2.1.1.2.1. Evaluate a provider's ability to diagnose and manage the physiologic consequences for patients whose level of sedation becomes deeper than initially intended; and
 - 2.1.1.2.2. Evaluate a provider's training, skill, medication, and equipment to identify and manage the simulated emergency.
 - 2.1.1.3. Other item and/or topic areas as may be required by the Board in accordance with current laws and regulations.
 - 2.1.2. Conduct facility inspections, which include but is not limited to:
 - 2.1.2.1. Evaluating equipment, medications and documents supplied by the facility, or hosting facility as applicable, to ensure compliance with the Office Anesthesia Evaluation Manual 2018 of the American Association of Oral and Maxillofacial Surgeons.
 - 2.1.2.2. Conducting other activities as may be required by the Board in accordance with current laws and regulations.
 - 2.1.3. Ensure compliance with the ADA Guidelines for Teaching Pain Control and Sedation to Dentists and Dental Students.

**Office of Professional Licensure and Certification
Dental Anesthesia Inspector**



Exhibit B

- 2.1.4. Ensure compliance with the NH Revised Statutes Annotated (RSA) 317-A, Dentists and Dentistry.
- 2.1.5. Ensure advanced training and/or competencies completed by providers are recognized by the current American Dental Association (ADA) Guidelines for the Use of Sedation and General Anesthesia by Dentists.
- 2.1.6. Ensure training in anesthesiology and related academic subjects, as described in requirements of the Commission on Dental Accreditation (CODA) for each advanced subject.
- 2.1.7. Ensure the provider is certified in Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS) and, for pediatric certification, Pediatric Advanced Life Support (PALS).
- 2.2. The Contractor shall be available for a minimum of seven (7) hours per month to complete full inspections, ensuring work hours are not subdivided among groups of providers or individual providers in the same practice group.
- 2.3. The Contractor shall assist the OPLC with arranging and completing unannounced inspections of dental facilities and/or offices.
- 2.4. The Contractor shall be available to assist the OPLC, Division of Enforcement, in preparation for and testimony before the Boards for administrative hearings based on completed inspections, as required by the OPLC.

ADJ



Payment Terms

1. This Agreement is one of multiple agreements for services described in Exhibit B, Scope of Services. **No maximum or minimum client and service volume is guaranteed.** Accordingly, the price limitation among all agreements is identified in Form P-37, Block 1.8, Price Limitation for the duration of the agreement.
2. This Agreement is funded with 100% Agency Funds.
3. The Contractor agrees to provide the services in Exhibit B, Scope of Service in compliance with funding requirements. Failure to meet the scope of services may jeopardize the Contractor's current and/or future funding.
4. Payment for services shall be made as follows:
 - 4.1. Payment shall be on an all-inclusive per deliverable reimbursement rate of:
 - 4.1.1. \$300 for each provider evaluation completed, as described in Exhibit B, Scope of Services; and
 - 4.1.2. \$750 for each comprehensive evaluation completed, as described in Exhibit B, Scope of Services.
 - 4.2. The Contractor shall submit an invoice in a form satisfactory to the State by the twentieth (20th) working day of each month, which identifies and requests reimbursement for evaluations completed in the prior month.
 - 4.3. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
 - 4.4. The final invoice shall be due to the State no later than forty (40) days after the contract Form P-37, Block 1.7 Completion Date.
5. In lieu of hard copies, all invoices may be e-mailed to oplc.accountspayable@oplc.nh.gov. Hard copy invoices may be mailed to:

Financial Director
Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301
6. Payments may be withheld pending receipt of required reports and/or documentation as identified in Exhibit B, Scope of Services and in this Exhibit C.
7. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Independent Contractor Justification Form

1. Describe the services that the individual will perform for your agency.

Conducting evaluations and/or inspections of dental anesthesia providers, facilities and/or host facilities, as appropriate in order to provide the Board of Dental Examiners with information to determine issuance of licensure, certification and/or permits relative to dental anesthesia.

2. Does the agency have State employees that perform the same or similar services? Yes, No

3. Will the Agency exercise authority over the means by which the service is rendered by:

a. Setting work hours. Yes, No

b. Setting the work location or providing work space. Yes, No

c. Training the individual in how the services must be performed. Yes, No

d. Supervising how services are rendered. Yes, No

e. Providing tools, materials or office supplies to perform the services. Yes, No

f. Requiring periodic reports on the individual's services. Yes, No

g. Requiring performance by the contracting individual, rather than allowing subcontractors or assistants. Yes, No

4. Will the individual perform the services exclusively for the agency? Yes, No

5. Does the individual use their personal social security number rather than employer identification tax number? Yes, No

6. Does the individual hold himself or herself out to be in business for himself or herself, including by being registered with the state as a business and having continuing or recurring business liabilities or obligations? Yes, No

7. Will the individual be responsible for satisfactory completion of work and can the agency hold the individual contractually responsible for failure to complete the work? Yes, No

8. Will the Agency have the right to terminate the relationship at any time? Yes, No

9. Can the individual terminate the relationship at any time without liability? Yes, No

10. Are the services the individual will provide an independently established trade, occupation, profession, or business? Yes, No. Please Identify Dental Anesthesia Inspector

Date initial review by DoP: 08/16/2022 Date final review by DoP: 08/16/2022

Initial Approval MJM : Disapproved _____ Final Approval MJM : Disapproved _____

Michael Moranti Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:41 -04'00'

(Division of Personnel signatory)

Michael Moranti Digitally signed by Michael Moranti
Date: 2022.08.16 14:28:53 -04'00'

(Division of Personnel signatory)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AANA Insurance Services 116 S. Prospect Avenue Park Ridge, IL 60068	CONTACT NAME: PHONE (A/C, No, Ext): (800) 343-1368 FAX (A/C, No): (800) 547-2220	
	E-MAIL ADDRESS: insuranceinfo@aana.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Medical Protective Company		11843
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED

Blue Sky Anesthesia Associates, LLC
113 Daroska Road
Pittsfield, NH 03263

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	Limits
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			B06695	8/15/2022	8/15/2023	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured: Dwayne Joseph Thibeault; CRNA; Part-Time;
Limits: NH, VT, MA, ME-\$1,000,000/\$3,000,000;
Business Limits: Shared; Occurrence;

CERTIFICATE HOLDER

State of NH - Office of Professional Licensure and Certification
7 Eagle Square
Concord, NH 03301

8/16/2022 104596

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Curriculum Vitae or Resume:

DWAYNE THIBEAULT, DNP, ARNP, CRNA

113 Daroska Rd
Pittsfield, NH 03263

E Mail: dwaynethibeault@blueskyanesthesia.com
Cell: (603) 738-3979

OBJECTIVE

To provide anesthesia care to my patients as if they were my family, reduce their anxiety and fear while providing a safe comfortable in-office experience.

EDUCATION

1999 **Associates in Arts-Nursing** Edison Community College, Fort Myers, Florida
2000 **Bachelors of Science-Nursing** Florida State University, Tallahassee, Florida
2008 **Emergency Medical Technician** Seminole State College, Sanford, Florida
2009 **Firefighter Standards I – II** Seminole State College, Sanford, Florida
2014 **Master of Science-Nursing** University of North Florida, Jacksonville, Florida
2018 **Doctorate of Nursing Practice** University of North Florida, Jacksonville, Florida

EMPLOYMENT / CLINICAL EXPERIENCE

- 05/2015 to Present CEO / Operator of an Anesthesia Group
Blue Sky Anesthesia Associates PLLC
113 Daroska Rd, Pittsfield NH, 03263
(603) 285-9171
- One of the largest providers of dental office base anesthesia in New Hampshire, Maine, Massachusetts and Vermont for Pediatrics and Adults
- 05/2018 to 11/2019 Certified Registered Nurse Anesthetist
Memorial Hospital
3073 White Mountain Highway NH 03867
(603) 356-5461
- Independent all CRNA practice providing all levels of anesthesia care to pediatrics, and adults of all ages undergoing surgical procedures
 - Providing anesthesia for laboring patients to include epidurals and spinals for cesarean sections
 - Providing regional anesthesia for adult surgical patient using ultrasound guided local anesthetic placement for pain management
- 05/2018 to 06/2019 Certified Registered Nurse Anesthetist
Frisbie Memorial Hospital
11 Whitehall Rd, Rochester NH 03867
(603) 332-5211

Dwayne Thibeault, DNP, APRN, CRNA

- Providing all levels of anesthesia care to pediatrics, and adults of all ages undergoing surgical procedures

01/2015 to 5/2018

Certified Registered Nurse Anesthetist

Halifax Health now Sheridan

303 N. Clyde Morris Blvd., Daytona Beach, FL 32114

(386) 254-4000

- Providing all levels of anesthesia care to pediatrics, and adults of all ages undergoing surgical procedures

09/2017 to 05/2018

Certified Registered Nurse Anesthetist

Amsurg

3635 South Clyde Morris Blvd., Port Orange FL 32129

(386) 868-5034

- Providing anesthesia to patients undergoing surgery

08/2012 to 11/2014

SRNA Clinical Sites, University of North Florida Anesthesia Program

Halifax Health

303 N. Clyde Morris Blvd., Daytona Beach, FL 32114

(386) 254-4000

Tampa General Hospital

1 Tampa General Circle

Tampa, FL 33606-3571

(813) 844-7000

UF Health (Shands)

655 West 8th Street, Jacksonville, FL 32209-6596

(904) 244-0411

04/2009 to 09/2014

Clinical Adjunct, School of Emergency Services EMS Program

Daytona State College

1200 West International Speedway Blvd., Daytona Beach Florida 32114

(386) 506-3249

- Clinical Instruction for up to four paramedics in an emergency room setting.
- Instructing paramedic interns in: Patient assessment, intravenous cannulation, external jugular placement, intraosseous placement, endotracheal tube placement and medication administration.

08/2009 to 04/2012

Registered Nurse / Paramedic for the Critical Care Transport Team

Florida Hospital South

601 East Rollins St, Orlando Florida 32803

(407) 303-5645

- Provide a high level of care to critically ill patients during transfer from outlying hospitals to Florida Hospital South.
-

- Working in conjunction with a critical care paramedic, transferring and receiving physician's, to optimize patient care and outcomes in route to Florida Hospital Orlando through protocols and direct physician phone contact.
- Responsible for performing critical interventions at the transferring hospital and during transport including: definitive airway management and initiation / management of vaso-active medication to optimize patient outcomes.

08/2009 to 04/2011 Lead Paramedic for Daytona Beach Fire Department
Daytona Beach Fire Department
301 South Beach St., Daytona Beach Florida 32114
(386) 506-3249

- Delivering emergency medical care to patients of all ages.
- Providing advanced life support and caring for patients that have received critical injuries.
- Assisting new paramedics through Daytona Beach Fire Departments paramedic process to become lead paramedics

08/2004 to 08/2009 Charge Nurse, Emergency Department Services
Florida Hospital Deland
701 West Plymouth Ave, Deland Florida 32724
(386) 943-4522

- Charge Nurse supervising the care delivered by 10 nurses and 3 techs in a 12-hour shift.
- Delivering emergency medical care to patients of all ages.
- Providing advanced life support and caring for patients that have received bodily trauma.

09/2003 to 08/2004 Trauma Nurse, Emergency Department Services
Orlando Regional Medical Center
1414 Kuhl Ave, Orlando Florida 32806
(321) 841-5111

- Trauma Nurse in a level 1 Regional Trauma Center.
- Delivered care to severe trauma patients of all ages flown in from all over Central Florida.
- Providing Advanced Life Support for pediatric patients in the Level 1 Pediatric. Emergency Department

09/2003 to 12/2011 Owner Operator of a Residential Construction Company
TBO Construction LLC.
PO Box 495 Osteen Florida 32764
(407) 402-0918

- Establishing a Functional Construction Business Model.
- Enhancing Exceptional Customer Relationships through Quality Workmanship.
- Starting a construction business and eliminating all startup costs within the first 6 months.

- Posting an end of year profit the first year in business.

03/2001 to 09/2003 Patient Care Coordinator, Emergency Department Services
Wentworth Douglas Hospital
789 Central Ave, Dover New Hampshire 03820
(603) 742-5252

- Supervision of 8 nurses and 2 emergency techs in a level 2-trauma center in a 12-hour shift.
- Educational resource and preceptor for new hired nurses and paramedics.
- Registered Nurse of a Pediatric Transport Team used to transport patients to Massachusetts General Hospital when air transport was unavailable.
- Caring for patients needing advanced life support and those suffering from severe trauma.

06/2000 to 02/2001 Emergency Department Nurse, Short Term Emergency Department Contract Work
Club Staffing Inc.
5901 Broken Sound Pkwy Suite 500, Boca Raton Florida 33487
(800) 875-8999

- Emergency Department Nurse contracted for assignments in different parts of the United States.
- Caring for patients of all ages seeking emergency medical care
 1. **Lake Region General Hospital** - Laconia, New Hampshire. (09/00-02/01)
 2. **University Community Hospital** – Tampa, Florida. (06/00-09/00)

05/1999 to 06/2000 Emergency Department Nurse
Tallahassee Community Hospital
2626 Capital Medical Blvd, Tallahassee Florida 33208
(850) 656-5097

- Delivering emergency medical care to patients of all ages.
- Providing advanced life support and caring for patients that have received bodily trauma.

PROFESSIONAL ACCOMPLISHMENTS

- Certified Registered Nurse Anesthetist
- Guest lecture at Yankee Dental Conference 2022 on Dental Anesthesia in the Dental Office
- New Hampshire Association of Nurse Anesthesiology board member 2018
- New Hampshire Association of Nurse Anesthesiology President Elect 2019
- New Hampshire Association of Nurse Anesthesiology President 2020
- New Hampshire Association of Nurse Anesthesiology Past President 2021
- Poster Presentation at the 2014 AANA annual conference (femoral block vs. adductor canal block vs. adductor canal block with surgical site infiltration)
- Study abroad in Amsterdam for Nursing Anesthesia Practice, October 2013
- Study abroad in London for Advanced Registered Nursing Practice Culture and Healthcare, April 2013

Dwayne Thibeault, DNP, APRN, CRNA

- Teaching Assistant for Global Healthcare and Culture, University of North Florida, Spring 2016 including Study Abroad in London May 2016
- Lecture at the University of North Florida on Advanced Pediatric Airway Management 4/08/16
- Lectured at University of North Florida on Pulmonary Physiology and One Lung Ventilation 7/16/15
- Lecture at the University of North Florida on Advanced Airway Management 9/24/15
- Registered Nurse
- Paramedic
- Emergency Medical Technician
- Basic Life Support certified (CPR)
- Pediatric Advanced Life Support (PALS)
- Advanced Life Support (ACLS)

PROFESSIONAL ASSOCIATIONS

- AANA (American Associations of Nurse Anesthesiology)
- NHANA (New Hampshire Associations of Nurse Anesthesiology)

REFERENCES

Upon Request

Licenses, Certificates, and Permits:

BASIC LIFE SUPPORT	BASIC LIFE SUPPORT
<p>BLS Provider</p> <p>Dwayne Thibeault</p> <p>has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Basic Life Support (BLS) and AEDs Program.</p> <p>Issue Date: 1/29/2021 Expires By: 01/29/2023 eCard Code: 2184084831</p>	<p>Setting: Enter Hospital</p> <p>Center Name: Enter Hospital</p> <p>Setting Center ID: NH00080</p> <p>TC City, State: Enter, NH</p> <p>TC Phone: (603) 880-6634</p> <p>Authorizer Name: Scott Shelley</p> <p>Authorizer ID: 02117268382</p>
PEDIATRIC ADVANCED LIFE SUPPORT	PEDIATRIC ADVANCED LIFE SUPPORT
<p>PALS Provider</p> <p>Dwayne Thibeault</p> <p>has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Pediatric Advanced Life Support (PALS) Program.</p> <p>Issue Date: 1/29/2021 Expires By: 01/29/2023 eCard Code: 2184084831</p>	<p>Setting: Enter Hospital</p> <p>Center Name: Enter Hospital</p> <p>Setting Center ID: NH00080</p> <p>TC City, State: Enter, NH</p> <p>TC Phone: (603) 880-6634</p> <p>Authorizer Name: Adam Parent</p> <p>Authorizer ID: 0010001288</p>
ADVANCED CARDIOVASCULAR LIFE SUPPORT	ADVANCED CARDIOVASCULAR LIFE SUPPORT
<p>ACLS Provider</p> <p>Dwayne Thibeault</p> <p>has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association Advanced Cardiovascular Life Support (ACLS) Program.</p> <p>Issue Date: 1/28/2020 Expires By: 01/28/2023 eCard Code: 2184084831</p>	<p>Setting: Enter Hospital</p> <p>Center Name: Enter Hospital</p> <p>Setting Center ID: NH00080</p> <p>TC City, State: Enter, NH</p> <p>TC Phone: (603) 880-6634</p> <p>Authorizer Name: Scott Shelley</p> <p>Authorizer ID: 02117268382</p>

NBCRNA verifies that the individual has met the requirements for participation and may be known as a Certified Registered Nurse Anesthetist (CRNA)

NAME: Dwayne Joseph Thibeault, CRNA

CERTIFICATION: EFFECTIVE DATE: 2020-08-01 EXPIRATION DATE: 2024-07-31

104566

Dwayne Thibeault, DNP, APRN, CRNA

Person Information	
Name: DWAYNE JOSEPH THIBEAULT	
License Information	
License No:	048036-23
Profession:	Nursing
License Type:	APRN
License Status:	Active
Issue Date:	6/2/2016
Expiration Date:	1/7/2024
Specialty:	Certified Registered Nurse Anesthetist
Discipline Information	
No Discipline Information	
Remarks	
Board Action	
No Related Documents	
Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.	